

COVER PAGE

"WHEN SUBMITTING QUOTES THROUGH EMAIL, VENDOR MUST PLACE THE LAST FOUR NUMBERS OF THE NSN (9899) IN THE SUBJECT LINE OF THE EMAILED QUOTE IN ORDER TO ENSURE THE DOCUMENT IS RECEIVED." VENDORS WHO DO NOT FILL OUT THE 1449 FORM WILL NOT BE ELIGIBLE FOR AWARD.

- 1. The essence of this arrangement is that a contractor will be awarded a SPQ and will provide the subject NSN to satisfy the requirements for the Special Order Program Direct delivery orders to customers in the continental US. The period of the SPQ will not exceed a one year time frame. There is no guarantee of orders and the SPQ MAY be cancelled at any time. DELIVERY TERMS ARE FOB ORIGIN PREPAY AND ADD UNLESS SPECIFIED OTHERWISE. NOTE: THIS IS NOT AN ORDER.
- 2. Previous provider for subject NSN is Accrabond at a price of \$11.82. Delivery could be to any location in the United States. Average on year quantity is 286 based on estimations from the last three years.
- 3. The Government will make award to the responsible contractor whose quote, conforming to the request for quote, will be most advantageous to the Government. Consideration could be given to vendor past performance, delivery time and/or price.
- 4. By signing the 1449 signature document contractor verifies that the item they are quoting meets the Item Purchase Description as well as any applicable clauses.
- 5. PLEASE INCLUDE PRICE BREAKS IF YOU WOULD LIKE TO QUOTE DIFFERENT PRICES FOR DIFFERENT QUANTITIES.

VENDOR MUST SUBMIT MSDS SHEETS AND MSDS FAX COVER SHEET WITH QUOTE. THIS IS A TOTAL SMALL BUSINESS SET ASIDE; HOWEVER, SMALL BUSINESSES MAY QUOTE ON THE PRODUCTS OF LARGE BUSINESS CONCERNS.

CLOSE DATE IS Friday January 14, AT 5:00 PM CST-6:00 PM EST.

_____ Begin Regulation _____

CP-FSS-1-A (MAY 2009)

Solicitation No. QSDM-J9-110996-I

Requirements (IDIQ OR REQUIREMENTS) CONTRACT FOR

FSC CLASS 8030 - SEALING COMPOUNDS

PERIOD: DATE OF AWARD THROUGH NOT TO EXCEED ONE YEAR

ANY INFORMATION THAT MAY BE DESIRED ON THIS PARTICULAR SOLICITATION

CAN BE OBTAINED FROM THE ISSUING OFFICE ADDRESS SHOWN HEREIN.

____ Begin Regulation _____

CP-FSS-3 NOTICE: REQUESTS FOR EXPLANATION OR INFORMATION (MAR 1996)

Oral or written requests for explanation or information regarding this solicitation should be directed to:

i

GENERAL SERVICES ADMINISTRATION

Address: Paula Schulte 1500 E Bannister Rd Kansas City, MO 64131

or

Phone Phone: 816-926-1298 Fax: 816-926-3678 paula.schulte@gsa.gov.

IMPORTANT: DO NOT ADDRESS OFFERS, MODIFICATIONS OR WITHDRAWALS TO THE ABOVE ADDRESS. THE ADDRESS DESIGNATED FOR RECEIPT OF OFFERS IS CONTAINED ELSEWHERE IN THIS SOLICITATION.

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Part I - GOODS & SERVICES

PLEASE INDICATE IN THE PRICE QUOTE SECTION IF THERE ARE PRICE BREAKS FOR SPECIFIC QUANTITIES.

Period Of Performance: NOT TO EXCEED 1 YR

(CLIN.	Item.	Unit	Location	Attn To:	ARO	Est	EPMR	Guara	Orders
			Of			Days	Qty		-nteed	
			Issue						Qty	
(001A	NSN:	PT	Any Location in US		30	286	N/A	N/A	N/A
		8030002010996								

001 8030002010996 --- SEALING COMPOUND:

Unit Of Issue: PT
Fob Type: Origin
NAICS Number: 325520

Set Aside: Total Small Business

IPD Description: A 1-part, soft-setting, lead-free, pipe thread sealant for use on water and low pressure

steam lines and will prevent galling, leaks, and seizing of threaded parts in water and

steam lines.

Size: 1 pint in a can.

Shelf life code: 4 (12 months)

Maximum age on delivery: 2 months

Jet-Lube, Inc. product V-2, part number 35504, Makoor Products Mfg. Co, Inc. part

 $number\ 6716, or\ Rectorseal\ Inc.\ product\ \#5,\ part\ number\ 25431.$

See Technical Specifications paragraph(s): T3.1, T4.1, T5.1 and T6.1.

TECHNICAL SPECIFICATIONS

ITEM MARKING

T3.1

Each item shall be marked with the following:

- (1) lot or batch number
- (2) shelf life monitoring data including dates of manufacture and reinspection or expiration.
- (3) manufacturer's name and part number

- (4) instructions for use, thinning, mixing, shaking, etc.
- (5) instructions for storage, i.e. do not freeze, requires refrigeration, etc.

Applies to item(s): 1.

PACKAGING

T4.1

PACKAGING: The product shall be furnished in the specified quantities packaged in the manufacturer's original containers and in accordance with normal commercial practice. There shall be no interaction chemically or physically with the contents so as to damage the containers or alter the strength, quality, or purity of the contents. The filled containers shall be closed in a manner that will insure the contents will not spill or leak from the containers during shipment, handling, storage, and redistribution.

Applies to item(s): 1.

PACKING

T5.1

INTERMEDIATE PACKAGING: Not more than 25 units packaged as specified above shall be further packaged in a close fitting corrugated fiberboard box conforming to Section 6(a), Rule 41 of the Uniform Freight Classification and Item 222 of the National Motor Freight Classification. Closure of the boxes shall be in accordance with Section 7 of Rule 41 of the Uniform Freight Classification.

PACKING: Intermediate packaged boxes may be further packed in a close-fitting, corrugated, fiberboard box conforming to Section 6(a), Rule 41 of the Uniform Freight Classification (UFC) and Item 222 of the National Motor Freight Classification. Closure of the boxes shall be in accordance with Section 7 of Rule 41 of the UFC. Gross weight of box and contents shall not exceed 65 pounds.

Applies to item(s): 1.

MARKING

T6.1

All unit, intermediate, transport packages and unit loads shall be marked and bar coded in accordance with the latest version of MIL-STD-129, "Military Marking For Shipment and Storage". "Latest version" is defined as the version in effect on the date of bid submittal. Federal Standards and Military Standards can be accessed on-line via the Defense Logistics Agency's "Assist" Quicksearch web site: http://assist.daps.dla.mil/quicksearch/.

South Coast Air Quality Management District Provision: If theitem is on an existing contract, the supplier shall follow the pre-arranged California South Coast Air Quality Management District labeling requirements.

PALLETIZATION

Pallet Configuration: The pallets shall be 48-inch length x 40-inch width, general purpose, four-way entry, flush stringer, double-face non-reversible pallets. Pallet lumber used shall be bark free.

Pallet Load Size: The load plus the pallet shall have a maximum height of 53 inches and shall not exceed 2500 pounds in weight for shipments to Eastern Distribution Center (Burlington). The palletized load shall not exceed 2000 pounds in weight for shipments to the Western Distribution Center (Sharpe).

Stacking Strength: The pallet plus the load shall be capable of supporting twoadditional like loads without any product damage and without the load or the pallet collapsing. Vertical, horizontal, or filler reinforcement may be added as necessary to provide strength.

Partial Palletized Loads: Less than one-half pallet loads shall not be used for stacking, unless load is balanced on pallet. The partial palletized load shall be used for top loading only.

Notice of special requirements for shipment to all countries that have endorsed the IPPC Guidelines for treatment of non-manufactured wood packaging: The International Plant Protection Convention (IPPC) has approved and published Guidelines for Regulating Wood Packaging Material in International Trade. Countries endorsing the

IPPC Guidelines are found at the website givenbelow. General Services Administration Acquisition Manual (GSAM) Clause 552.211-89 requires non-manufactured wood pallets and other non-manufactured wood packaging material used to pack items for delivery to or through IPPC countries be marked and properly treated in accordance with IPPC guidelines. Pallets and packing material shipped to FAS distribution facilities designated for possible delivery to the countries endorsing the IPPC Guidelines will comply with DLAD 47.305-1, and MIL-STD-2073-1. http://www.aphis.usda.gov/import_export/plants/plant_exports/wpm/country/index.shtml

Applies to item(s): 1.

Part II - CONTRACT TERMS AND CONDITIONS

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52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS (JUL 2010)

- (a) *Definitions*. For definitions related to this clause (e.g., contract, first-tier subcontract, total compensation etc.) see the Frequently Asked Questions (FAQs) available at http://www.whitehouse.gov/omb/recovery_faqs_contractors. These FAQs are also linked under http://www.FederalReporting.gov.
- (b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.
- (c) Reports from the Contractor for all work funded, in whole or in part, by the Recovery Act, are due no later than the 10th day following the end of each calendar quarter. The Contractor shall review the Frequently Asked Questions (FAQs) for Federal Contractors before each reporting cycle and prior to submitting each quarterly report as the FAQs may be updated from time-to-time. The first report is due no later than the 10th day after the end of the calendar quarter in which the Contractor received the award. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter. For information on when the Contractor shall submit its final report, see http://www.whitehouse.gov/omb/recovery_faqs_contractors.
- (d) The Contractor shall report the following information, using the online reporting tool available at http://www.FederalReporting.gov.
 - (1) The Government contract and order number, as applicable.
 - (2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.
 - (3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.
 - (4) Program or project title, if any.
 - (5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.
 - (6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (<u>i.e.</u>, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.
 - (7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the Contractor's and first-tier subcontractors' workforce for all first-tier subcontracts valued at \$25,000 or more. At a minimum, the Contractor shall provide
 - (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

- (ii) An estimate of the number of jobs created and jobs retained by the prime Contractor and all first-tier subcontracts valued at \$25,000 or more, in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at
- http://www.whitehouse.gov/omb/recovery_faqs_contractors.
- (8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if
 - (i) In the Contractor's preceding fiscal year, the Contractor received
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.
- (10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is valued at \$25,000 or more and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in paragraphs (d)(10)(i), (ix), (x), (xi), and (xii) of this section to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The Contractor shall provide detailed information on these first-tier subcontracts as follows:
 - (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
 - (ii) Name of the subcontractor.
 - (iii) Amount of the subcontract award.
 - (iv) Date of the subcontract award.
 - (v) The applicable North American Industry Classification System (NAICS) code.
 - (vi) Funding agency.
 - (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
 - (viii) Subcontract number (the contract number assigned by the prime contractor).
 - (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

- (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if
 - (A) In the subcontractor's preceding fiscal year, the subcontractor received
 - (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (xii) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the subcontractor's workforce. At a minimum, the subcontractor shall provide
 - (A) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the subcontractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
 - (B) An estimate of the number of jobs created and jobs retained by the subcontractor in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at http://www.whitehouse.gov/omb/recovery_faqs_contractors.

Begin Regulation

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (OCT 2010)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 - [N/A] Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
 - (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or

Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)	Clause
52.222-19	CHILD LABORCOOPERATION WITH AUTHORITIES AND	Clause
	REMEDIES (JUL 2010)	
52.222-3	CONVICT LABOR (JUN 2003)	Clause
52.225-1	BUY AMERICAN ACT SUPPLIES (FEB 2009)	Clause
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN	Clause
	2008)	
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER CENTRAL	Clause
	CONTRACTOR REGISTRATION (OCT 2003)	

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Number	Title	Clause/Provision
Number	i itie	Clause/Provision

- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records–Negotiation.
 - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause
 - (i) 52.203–13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110–252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
 - (ii) 52.219–8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the

subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting

- (iii) [Reserved]
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222–35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (vi) 52.222–36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) [Reserved]
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- [N/A] Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222–51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (xi) 52.222–53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- (xii) 52.222-54, Employment Eligibility Verification (Jan 2009).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247–64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247–64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

Begin Regulation

52.216-18 ORDERING (OCT 1995) (DEVIATION II -- FEB 2007)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through Contract expiration date.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the ordering activity deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

Begin Regulation
52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)
(a) Definitions.
"Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as —
(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
(2) Class II, including, but not limited to, hydrochlorofluorocarbons.
(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:
"WARNING: Contains (or manufactured with, if applicable),* a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."
* The Contractor shall insert the name of the substance(s).
Begin Regulation

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (ALTERNATE I—JUL 1995)

- (a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data

Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
 - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The Government is not precluded from using similar or identical data acquired from other sources.
- (i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
 - (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
 - (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

Begin Regulation	

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were

given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is http://acquisition.gov/far/.

Number	Title	Clause/Provision
52.212-4	CONTRACT TERMS AND CONDITIONSCOMMERCIAL ITEMS	Clause
	(JUN 2010)	
52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)	Clause
552.211-80	AGE ON DELIVERY (FEB 1996)	Clause

Begin Regulation

552.211-81 TIME OF SHIPMENT (FEB 1996)

Shipment is required within 30 calendar days after receipt of order.

Begin Regulation _

552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (SEP 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

Number	Title	Clause/Provision
552.223-70	HAZARDOUS SUBSTANCES (MAY 1989)	Clause
552.223-71	NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)	Clause
552.223-72	HAZARDOUS MATERIAL INFORMATION (SEP 1999)	Provision

Begin Regulation

552.246-78 INSPECTION AT DESTINATION (JUL 2009)

Inspection of all purchases under this contract will be made at destination by an authorized Government representative.

Begin Regulation

D-FSS-440 PRESERVATION, PACKAGING, PACKING, AND

MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SURFACE SHIPMENT (MAY 1997)

- (a) Preservation, packaging, packing, and marking and labeling of domestic and overseas HAZMAT SURFACE SHIPMENTS shall comply with all requirements of the following:
 - (1) International Maritime Dangerous Goods (IMDG) Code established by the International Maritime Organization;
 - (2) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR Parts 171 through 180. (Note: Classifications permitted by the HMR, but not permitted by the IMDG code, such as "Combustible" and "ORM," shall not be used);
 - (3) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR Part 1910.1200; and
 - (4) Any preservation, packaging, packing, and marking and labeling requirements contained elsewhere in this solicitation.
- (b) The test reports showing compliance with packaging requirements shall be made available to GSA contract administration/management representatives upon request.

Begin Regulation _____

D-FSS-456 PACKAGING AND PACKING (APR 1984)

- (a) Packaging. Shall be in accordance with accepted commercial practice.
- (b) <u>Packing</u>. Shall be packed to ensure carrier acceptance and safe delivery to the destination in containers complying with rules and regulations applicable to the mode of transportation.

Begin Regulation

F-FSS-300 SCHEDULING OF DELIVERIES TO GSA FACILITIES (FEB 2005)

(a) General: This clause sets forth the scheduling requirements regarding deliveries to the General Services Administration (GSA) facilities listed below. When the advance scheduling of delivery time is required or desired, the Contractor is advised that there may be an interval of up to 5 workdays between the time the consignee is contacted for a delivery date and the date the consignee is able to receive the shipment. Consequently, to allow for the establishment of a delivery date and the time that is agreeable to both the consignee and the carrier, the carrier should be urged to communicate with the consignee as soon as practicable after it is known when the shipment will be available for pickup. For all Distribution Center shipments and in the interest of effective and efficient deliveries, information such as National Stock Numbers (NSN), Delivery/Purchase Order numbers, quantity of cartons/pallets, and Uniform Product Codes are required when pre-scheduling deliveries. Deliveries are not accepted on weekends or Federal holidays (except when scheduled in advance during national emergencies). All times specified in this clause are local times.

(b) Eastern Distribution Center:

(1) <u>Large-Load Shipments:</u> For the purpose of this clause, a shipment consisting of **ten or more** palletized unit loads, or, if the supplies are not palletized, a shipment weighing 10,000 pounds or more, or measuring 500 cubic feet or more, when transported by a single conveyance, is regarded as a "large-load" shipment. The Contractor is required to notify the carrier on the bill of lading

that a scheduled unloading date and time, during normal business hours, must be obtained by the consignee prior to the delivery of a "large-load" shipment.

- (3) Small-Load Shipments: For the purpose of this clause, a shipment consisting of less than ten palletized unit loads, or if the supplies are not palletized, a shipment weighing less than 10,000 pounds and measuring less than 500 cubic feet, when transported by a single conveyance, is regarded as a "small-load" shipment. The delivery of a "small-load" shipment need not be scheduled in advance of arrival at the facility. However, the consignee may refuse to accept delivery if the truck arrives later in the afternoon than the time specified below for the receipt of unscheduled small loads. The carrier should and is encouraged to communicate with the GSA facility (consignee) regarding all impending deliveries.
- (c) Western Distribution Center: Carrier appointments are required to facilitate GSA clearance of the arriving carriers through site Defense Logistics Agency (DLA) security. The Contractor is required to notify the carrier on the bill of lading that a scheduled unloading date and time must be obtained from the consignee prior to delivery.

(d) Facility Addresses:

Scheduling

Facility Address Telephone No. Normal Business Hours

N3/N4

(609) 499-7025 7:30 AM- 3:00 PM EST **GSA Eastern Distribution Center**

1900 River Road

BURLINGTON, NJ 08016

S3

GSA, FSS, Western Distribution Center (9FL) (209) 547-8699 7:00 AM- 3:00 PM PST Sharpe Army Depot, Bldg 330 700 E. Roth Road FRENCH CAMP, CA 95231

S4

GSA, FSS, Western Distribution Center (9FL) (209) 547-8699 7:00 AM- 3:00 PM PST Sharpe Army Depot, Bldg 330, Door 186 (HAZMAT) 700 E. Roth Road

FRENCH CAMP, CA 95231

GSA, FSS, Western Distribution Center (9FL) (209) 547-8699 7:00 AM- 3:00 PM PST Bldg. 386 (Fire Items) 700 E. Roth Road French Camp, CA 95231

Begin Regulation

I-FSS-124-A MAXIMUM ORDER LIMITATION (APR 1984)

(All dollar amounts are exclusive of any discount for prompt payment.) The total dollar value of any order placed under this contract shall not exceed \$25000. The Contractor agrees not to accept or fulfill any orders in violation of this clause. Violation may result in termination of the contract pursuant to the Default clause of this contract.

Part III - VENDOR INSTRUCTIONS

Begin Regulation ___

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

For contract provisions which are contained in the Federal Acquisition Regulation (FAR) the address is http://acquisition.gov/far.

Number	Title	Clause/Provision
52.212-1	INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (JUN	Provision
	2008)	

Begin Regulation ____

L-FSS-59 AWARD (APR 1984)

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall be interpreted as a promise that an award will be made.

Begin Regulation ___

M-FSS-301-A METHOD OF AWARD (APR 1984)

Award will be made on an item-by-item basis.

Part IV - EVALUATION FACTORS FOR CONTRACT AWARD

* SECTION NOT APPLICABLE *

Part V - OFFEROR REPRESENTATIONS & CERTIFICATION

* SECTION NOT APPLICABLE *